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FINANCIAL, INC, ACTIVEPROSPECT, INC.
13 and ASSURANCE IQ, LLC

14 UNITED STATES DISTRICT COURT

15 NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION
16

17 TYRONE HAZEL, ROXANE EVANS,
VALERIE TORRES, and RHONDA
18 HYMAN, individually and on behalf of all
others similarly situated,

19 Plaintiffs,

20 vs.

21 PRUDENTIAL FINANCIAL, INC.,
22 ACTIVEPROSPECT, INC., and
23 ASSURANCE IQ, LLC,

24 Defendants.
25
26
27
28

Case No. 3:22-cv-07465-CRB

**DEFENDANT PRUDENTIAL
FINANCIAL, INC.'S ANSWER AND
AFFIRMATIVE DEFENSES TO
PLAINTIFFS' SECOND AMENDED
CLASS ACTION COMPLAINT**

Judge: Hon. Charles R. Breyer

ANSWER

Defendant PRUDENTIAL FINANCIAL, INC. (“Prudential”) hereby answers the Second Amended Class Action Complaint (“SAC”) of Plaintiffs VALERIE TORRES and RHONDA HYMAN (collectively, “Plaintiffs”) as follows:

1. Prudential admits that Assurance IQ, LLC (“Assurance IQ”) is a wholly owned subsidiary of Prudential, that Prudential offers consumers life insurance quotes, and that one method by which consumers were able to obtain a life insurance quote from Prudential during the class period was by filling out a webform on term.prudential.com. Except as specifically admitted herein, Prudential denies the allegations of Paragraph 1 of the SAC.

2. Prudential admits that ActiveProspect, Inc. (“ActiveProspect”) sells software and that Prudential can use ActiveProspect’s software by adding the ActiveProspect JavaScript into the source code of term.prudential.com. Prudential lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations of this Paragraph, and on that basis denies the remaining allegations of Paragraph 2 of the SAC.

3. Prudential admits that it used ActiveProspect’s TrustedForm software on term.prudential.com during the class period. Except as specifically admitted herein, Prudential denies the allegations of Paragraph 3 of the SAC.

4. The allegations of Paragraph 4 of the SAC are legal arguments or conclusions as to which no responsive pleading is required. To the extent a response may be required, Prudential denies the allegations of Paragraph 4 of the SAC.

5. The allegations of Paragraph 5 of the SAC are legal arguments or conclusions as to which no responsive pleading is required. To the extent a response may be required, Prudential denies the allegations of Paragraph 5 of the SAC.

6. Prudential is without knowledge or information as to the truth of the allegations of Paragraph 6 of the SAC regarding Plaintiffs’ actions or intentions and on that basis denies those allegations. The remaining allegations of Paragraph 6 of the SAC are legal arguments or conclusions as to which no responsive pleading is required. To the extent a response may be required, Prudential denies those allegations.

1 7. The allegations of Paragraph 7 of the SAC are legal arguments or conclusions as to
2 which no responsive pleading is required. To the extent a response may be required, Prudential
3 denies the allegations of Paragraph 7 of the SAC.

4 8. The allegations of Paragraph 8 of the SAC are legal arguments or conclusions as to
5 which no responsive pleading is required. To the extent a response may be required, Prudential
6 denies the allegations of Paragraph 8 of the SAC.

7 9. The allegations of Paragraph 9 of the SAC are legal arguments or conclusions as to
8 which no responsive pleading is required. To the extent a response may be required, Prudential
9 denies the allegations of Paragraph 9 of the SAC.

10 10. The allegations of Paragraph 10 of the SAC are legal arguments or conclusions as
11 to which no responsive pleading is required. To the extent a response may be required, Prudential
12 denies the allegations of Paragraph 10 of the SAC.

13 11. The allegations of Paragraph 11 of the SAC are legal arguments or conclusions as
14 to which no responsive pleading is required. To the extent a response may be required, Prudential
15 denies the allegations of Paragraph 11 of the SAC.

16 12. Prudential is without knowledge or information as to the truth of the allegations of
17 Paragraph 12 of the SAC and on that basis denies the allegations.

18 13. Prudential is without knowledge or information as to the truth of the allegations of
19 Paragraph 13 of the SAC and on that basis denies the allegations.

20 14. Prudential admits the allegations of Paragraph 14 of the SAC.

21 15. Prudential admits the allegations of Paragraph 15 of the SAC.

22 16. Prudential admits the allegations of Paragraph 16 of the SAC.

23 17. Prudential admits the allegations of Paragraph 17 of the SAC.

24 18. Prudential admits the allegations of Paragraph 18 of the SAC.

25 19. Prudential admits that Assurance IQ did business throughout California and the
26 entire United States during the class period. Prudential further avers that on April 30, 2024,
27 Prudential announced that it was winding down Assurance IQ's operations. Except as specifically
28 admitted herein, Prudential denies the allegations of Paragraph 19 of the SAC.

1 20. Prudential admits that Assurance IQ is a wholly owned subsidiary of Prudential,
2 that Assurance IQ had primary responsibility for the creation and maintenance of
3 term.prudential.com, and that Prudential employees collaborated with Assurance IQ in the creation
4 and implementation of term.prudential.com. Prudential denies that there is any current operation
5 and maintenance of the webform. Except as specifically admitted herein, Prudential denies the
6 allegations of Paragraph 20 of the SAC.

7 21. The allegations of Paragraph 21 of the SAC are legal arguments or conclusions as
8 to which no responsive pleading is required. To the extent a response may be required, Prudential
9 denies the allegations of Paragraph 21 of the SAC.

10 22. Prudential admits the allegations of Paragraph 22 of the SAC on information and
11 belief.

12 23. Prudential admits that ActiveProspect provides a software product called
13 “TrustedForm.” Except as specifically admitted herein, Prudential lacks knowledge or
14 information sufficient to form a belief as to the truth of the remaining allegations of this
15 Paragraph, and on that basis denies the remaining allegations of Paragraph 23 of the SAC.

16 24. Prudential is without knowledge or information as to the truth of the allegations of
17 Paragraph 24 of the SAC and on that basis denies the allegations.

18 25. To the extent the allegations in Paragraph 25 purport to describe or quote an
19 ActiveProspect patent, Prudential avers that the patent is the best evidence of its contents.
20 Prudential denies the allegations to the extent they do not accurately represent ActiveProspect’s
21 patent. Except as specifically admitted herein, Prudential denies the allegations of Paragraph 25 of
22 the SAC.

23 26. Prudential admits that ActiveProspect provides a software product called
24 TrustedForm, and that TrustedForm is a lead certification product that helps businesses comply
25 with regulations like the Telephone Consumer Protection Act (“TCPA”) by documenting
26 consumer consent. To the extent the allegations in Paragraph 26 purport to describe or quote one
27 or more documents or webpages, Prudential avers that those documents or webpages are the best
28 evidence of their contents. Prudential denies the allegations to the extent they do not accurately

1 represent the documents' or webpages' full content and context. Except as specifically admitted
2 herein, Prudential denies the allegations of Paragraph 26 of the SAC.

3 27. To the extent the allegations in Paragraph 27 purport to describe or quote one or
4 more documents or webpages, Prudential avers that those documents or webpages are the best
5 evidence of their contents. Prudential denies the allegations to the extent they do not accurately
6 represent the documents' or webpages' full content and context. Except as specifically admitted
7 herein, Prudential denies the allegations of Paragraph 27 of the SAC.

8 28. To the extent the allegations in Paragraph 28 purport to describe or quote one or
9 more documents or webpages, Prudential avers that those documents or webpages are the best
10 evidence of their contents. Prudential denies the allegations to the extent they do not accurately
11 represent the documents' or webpages' full content and context. Prudential lacks knowledge or
12 information sufficient to form a belief as to the truth of the remaining allegations of this
13 Paragraph, and on that basis denies the remaining allegations of Paragraph 28 of the SAC.

14 29. To the extent the allegations in Paragraph 29 purport to describe or quote one or
15 more documents or webpages, Prudential avers that those documents or webpages are the best
16 evidence of their contents. Prudential denies the allegations to the extent they do not accurately
17 represent the documents' or webpages' full content and context. Prudential lacks knowledge or
18 information sufficient to form a belief as to the truth of the remaining allegations of this
19 Paragraph, and on that basis denies the remaining allegations of Paragraph 29 of the SAC.

20 30. Prudential lacks knowledge or information sufficient to form a belief as to the truth
21 of the allegations of this Paragraph, and on that basis denies the allegations of Paragraph 30 of the
22 SAC.

23 31. Prudential lacks knowledge or information sufficient to form a belief as to the truth
24 of the allegations of this Paragraph, and on that basis denies the allegations of Paragraph 31 of the
25 SAC.

26 32. To the extent the allegations in Paragraph 32 purport to describe or quote an
27 ActiveProspect patent, Prudential avers that the patent is the best evidence of its contents.
28 Prudential denies the allegations to the extent they do not accurately represent ActiveProspect's

1 patent. Except as specifically admitted herein, Prudential denies the allegations of Paragraph 32 of
2 the SAC.

3 33. To the extent the allegations in Paragraph 33 purport to describe or quote an
4 ActiveProspect patent, Prudential avers that the patent is the best evidence of its contents.
5 Prudential denies the allegations to the extent they do not accurately represent ActiveProspect's
6 patent. Except as specifically admitted herein, Prudential denies the allegations of Paragraph 33 of
7 the SAC.

8 34. Prudential admits that Paragraph 34 of the SAC includes quotations from a
9 webpage at freedom-to-tinker.com, and that the webpage is the best evidence of its contents. The
10 remaining allegations of Paragraph 34 of the SAC are legal arguments or conclusions as to which
11 no responsive pleading is required. To the extent a response may be required, Prudential is
12 without knowledge or information as to the truth of the allegations of Paragraph 34 of the SAC
13 and on that basis denies the allegations.

14 35. Prudential lacks knowledge or information sufficient to form a belief as to the truth
15 of the allegations of this Paragraph, and on that basis denies the allegations of Paragraph 35 of the
16 SAC.

17 36. To the extent the allegations in Paragraph 36 purport to quote a webpage,
18 Prudential avers that that webpage is the best evidence of its content. Prudential denies the
19 allegations to the extent they do not accurately represent the documents' or webpages' full content
20 and context. Prudential is without knowledge or information regarding the remaining allegations
21 of Paragraph 36 of the SAC and on that basis denies those allegations.

22 37. Prudential lacks knowledge or information sufficient to form a belief as to the truth
23 of the allegations of this Paragraph, and on that basis denies the allegations of Paragraph 37 of the
24 SAC.

25 38. Prudential admits that it used ActiveProspect's TrustedForm software on
26 term.prudential.com during the class period. Prudential is without knowledge or information as to
27 the truth of the remaining allegations in Paragraph 38, and on that basis denies the allegations.
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1 39. The allegations of 39 of the SAC are legal arguments or conclusions as to which no
2 responsive pleading is required. To the extent a response may be required, Prudential denies the
3 allegations of Paragraph 39 of the SAC.

4 40. Prudential admits the allegations of Paragraph 40 of the SAC.

5 41. Prudential admits that term.prudential.com was launched on February 23, 2021 and
6 that users could fill out a webform to request a life insurance quote. Except as specifically
7 admitted herein, Prudential denies the allegations of Paragraph 41 of the SAC.

8 42. Prudential admits that Assurance IQ is a wholly owned subsidiary of Prudential,
9 that Assurance IQ had primary responsibility for the creation and maintenance of
10 term.prudential.com and that Prudential employees collaborated with Assurance IQ in the creation
11 and implementation of term.prudential.com. Except as specifically admitted herein, Prudential
12 denies the allegations of Paragraph 42 of the SAC.

13 43. Prudential admits that it used ActiveProspect's TrustedForm software on
14 term.prudential.com from the time that term.prudential.com was launched on February 23, 2021
15 and during the class period. Except as specifically admitted herein, Prudential denies the
16 allegations of Paragraph 43 of the SAC.

17 44. To the extent the allegations in Paragraph 44 purport to describe or quote one or
18 more documents or webpages, Prudential avers that those documents or webpages are the best
19 evidence of their contents. Prudential denies the allegations to the extent they do not accurately
20 represent the documents' or webpages' full content and context. Except as specifically admitted
21 herein, Prudential denies the allegations of Paragraph 44 of the SAC.

22 45. To the extent the allegations in Paragraph 45 purport to describe or quote one or
23 more documents or webpages, Prudential avers that those documents or webpages are the best
24 evidence of their contents. Prudential denies the allegations to the extent they do not accurately
25 represent the documents' or webpages' full content and context. Except as specifically admitted
26 herein, Prudential denies the allegations of Paragraph 45 of the SAC.

27 46. Prudential admits that it used ActiveProspect's TrustedForm software on
28 term.prudential.com from the time that term.prudential.com was launched on February 23, 2021

1 and during the class period. Except as specifically admitted herein, Prudential denies the
2 allegations of Paragraph 46 of the SAC.

3 47. Prudential admits that it used ActiveProspect's TrustedForm software on
4 term.prudential.com during the class period. To the extent the allegations in Paragraph 47 purport
5 to describe or quote one or more documents or webpages, Prudential avers that those documents
6 or webpages are the best evidence of their contents. Prudential denies the allegations to the extent
7 they do not accurately represent the documents' or webpages' full content and context. Except as
8 specifically admitted herein, Prudential denies the allegations of Paragraph 47 of the SAC.

9 48. The allegations of Paragraph 48 of the SAC are legal arguments or conclusions as
10 to which no responsive pleading is required. To the extent a response may be required, Prudential
11 is without knowledge or information as to the truth of the allegations in Paragraph 48 of the SAC,
12 and on that basis denies the allegations.

13 49. The allegations of Paragraph 49 of the SAC are legal arguments or conclusions as
14 to which no responsive pleading is required. Additionally, to the extent the allegations in
15 Paragraph 49 purport to describe or quote one or more documents or webpages, Prudential avers
16 that those documents or webpages are the best evidence of their contents. Prudential denies the
17 allegations to the extent they do not accurately represent the documents' or webpages' full content
18 and context. Except as specifically admitted herein, Prudential denies the allegations of Paragraph
19 49 of the SAC.

20 50. To the extent the allegations in Paragraph 50 purport to describe or quote one or
21 more documents or webpages, Prudential avers that those documents or webpages are the best
22 evidence of their contents. Prudential denies the allegations to the extent they do not accurately
23 represent the documents' or webpages' full content and context. Except as specifically admitted
24 herein, Prudential denies the allegations of Paragraph 50 of the SAC.

25 51. To the extent the allegations in Paragraph 51 purport to describe or quote one or
26 more documents or webpages, Prudential avers that those documents or webpages are the best
27 evidence of their contents. Prudential denies the allegations to the extent they do not accurately
28

1 represent the documents' or webpages' full content and context. Except as specifically admitted
2 herein, Prudential denies the allegations of Paragraph 51 of the SAC.

3 52. To the extent the allegations in Paragraph 52 purport to describe or quote one or
4 more documents or webpages, Prudential avers that those documents or webpages are the best
5 evidence of their contents. Prudential denies the allegations to the extent they do not accurately
6 represent the documents' or webpages' full content and context. Except as specifically admitted
7 herein, Prudential denies the allegations of Paragraph 52 of the SAC.

8 53. The allegations of Paragraph 53 of the SAC are legal arguments or conclusions as
9 to which no responsive pleading is required. Additionally, to the extent the allegations in
10 Paragraph 53 purport to describe or quote one or more documents or webpages, Prudential avers
11 that those documents or webpages are the best evidence of their contents. Prudential denies the
12 allegations to the extent they do not accurately represent the documents' or webpages' full content
13 and context. Except as specifically admitted herein, Prudential denies the allegations of Paragraph
14 53 of the SAC.

15 54. To the extent the allegations in Paragraph 54 purport to describe or quote one or
16 more documents or webpages, Prudential avers that those documents or webpages are the best
17 evidence of their contents. Prudential denies the allegations to the extent they do not accurately
18 represent the documents' or webpages' full content and context. Except as specifically admitted
19 herein, Prudential denies the allegations of Paragraph 54 of the SAC.

20 55. The allegations of Paragraph 55 of the SAC are legal arguments or conclusions as
21 to which no responsive pleading is required. Additionally, to the extent the allegations in
22 Paragraph 55 purport to describe or quote one or more documents or webpages, Prudential avers
23 that those documents or webpages are the best evidence of their contents. Prudential denies the
24 allegations to the extent they do not accurately represent the documents' or webpages' full content
25 and context. Except as specifically admitted herein, Prudential denies the allegations of Paragraph
26 55 of the SAC.

27 56. The allegations of Paragraph 56 of the SAC are legal arguments or conclusions as
28 to which no responsive pleading is required. Additionally, to the extent the allegations in

1 Paragraph 56 purport to describe or quote one or more documents or webpages, Prudential avers
2 that those documents or webpages are the best evidence of their contents. Prudential denies the
3 allegations to the extent they do not accurately represent the documents' or webpages' full content
4 and context. Except as specifically admitted herein, Prudential denies the allegations of Paragraph
5 56 of the SAC.

6 57. Prudential admits that from February 23, 2021 to approximately March 9, 2023,
7 Prudential Financial's privacy policies were linked to term.prudential.com. Prudential further
8 admits that from approximately March 10, 2023 until the website was shut down in April 2024,
9 Assurance IQ's privacy policies were linked on term.prudential.com. Except as specifically
10 admitted herein, Prudential denies the allegations of Paragraph 57 of the SAC.

11 58. The allegations of Paragraph 58 of the SAC are legal arguments or conclusions as
12 to which no responsive pleading is required. To the extent a response may be required, Prudential
13 denies the allegations of Paragraph 58 of the SAC.

14 59. The allegations of Paragraph 59 of the SAC are legal arguments or conclusions as
15 to which no responsive pleading is required. To the extent a response may be required, Prudential
16 denies the allegations of Paragraph 59 of the SAC.

17 60. The allegations of paragraph 60 of the SAC are legal arguments or conclusions as
18 to which no responsive pleading is required. To the extent a response is required, Prudential
19 admits that on December 14, 2022 Prudential added a pop-up disclosure to term.prudential.com
20 stating "Pru Branded Path is powered by Assurance IQ. By using this website, you consent to the
21 real-time collection, storage, use, and share of information on your device, or provided by you
22 (such as mouse movements and clicks) for Assurance IQ, LLC and/or its third-party providers.
23 See our Privacy Center for more information." Except as specifically admitted herein, Prudential
24 denies the allegations of Paragraph 60 of the SAC.

25 61. The allegations of Paragraph 61 of the SAC are legal arguments or conclusions as
26 to which no responsive pleading is required. To the extent a response may be required, Prudential
27 denies the allegations of Paragraph 61 of the SAC.

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1 62. The allegations of Paragraph 62 of the SAC are legal arguments or conclusions as
2 to which no responsive pleading is required. To the extent a response may be required, Prudential
3 denies the allegations of Paragraph 62 of the SAC.

4 63. Prudential admits that it used ActiveProspect's TrustedForm software on
5 term.prudential.com during the class period. Except as specifically admitted herein, Prudential
6 denies the allegations of Paragraph 63 of the SAC.

7 64. The allegations of Paragraph 64 of the SAC are legal arguments or conclusions as
8 to which no responsive pleading is required. To the extent a response may be required, Prudential
9 denies the allegations of Paragraph 64 of the SAC.

10 65. The allegations of Paragraph 65 of the SAC are legal arguments or conclusions as
11 to which no responsive pleading is required. To the extent a response may be required, Prudential
12 denies the allegations of Paragraph 65 of the SAC.

13 66. Prudential admits that Paragraph 66 of the SAC purports to summarize the findings
14 of multiple studies, and that the studies are the best evidence of their contents. The remaining
15 allegations of Paragraph 66 of the SAC are legal arguments or conclusions as to which no
16 responsive pleading is required. To the extent a response may be required, Prudential is without
17 knowledge or information as to the truth of the allegations of Paragraph 66 of the SAC and on that
18 basis denies the allegations.

19 67. Prudential is without knowledge or information as to the truth of the allegations of
20 Paragraph 67 of the SAC and on that basis denies the allegations.

21 68. Prudential is without knowledge or information as to the truth of the allegations of
22 Paragraph 68 of the SAC and on that basis denies the allegations.

23 69. The allegations of Paragraph 69 of the SAC are legal arguments or conclusions as
24 to which no responsive pleading is required. To the extent a response may be required, Prudential
25 denies the allegations of Paragraph 69 of the SAC.

26 70. Prudential is without knowledge or information as to the truth of the allegations of
27 Paragraph 70 of the SAC and on that basis denies the allegations.

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1 71. Prudential is without knowledge or information as to the truth of the allegations of
2 Paragraph 71 of the SAC and on that basis denies the allegations.

3 72. Prudential is without knowledge or information as to the truth of the allegations of
4 Paragraph 72 of the SAC and on that basis denies the allegations.

5 73. The allegations of Paragraph 73 of the SAC are legal arguments or conclusions as
6 to which no responsive pleading is required. To the extent a response may be required, Prudential
7 denies the allegations of Paragraph 73 of the SAC.

8 74. Prudential is without knowledge or information as to the truth of the allegations of
9 Paragraph 74 of the SAC and on that basis denies the allegations.

10 75. Prudential is without knowledge or information as to the truth of the allegations of
11 Paragraph 75 of the SAC and on that basis denies the allegations.

12 76. The allegations of Paragraph 76 of the SAC are legal arguments or conclusions as
13 to which no responsive pleading is required. To the extent a response may be required, Prudential
14 denies the allegations of Paragraph 76 of the SAC.

15 77. The allegations of Paragraph 77 of the SAC are legal arguments or conclusions as
16 to which no responsive pleading is required. To the extent a response may be required, Prudential
17 denies the allegations of Paragraph 77 of the SAC.

18 78. The allegations of Paragraph 78 of the SAC are legal arguments or conclusions as
19 to which no responsive pleading is required. To the extent a response may be required, Prudential
20 denies the allegations of Paragraph 78 of the SAC.

21 79. The allegations of Paragraph 79 of the SAC are legal arguments or conclusions as
22 to which no responsive pleading is required. To the extent a response may be required, Prudential
23 denies the allegations of Paragraph 79 of the SAC.

24 80. The allegations of Paragraph 80 of the SAC are legal arguments or conclusions as
25 to which no responsive pleading is required. To the extent a response may be required, Prudential
26 denies the allegations of Paragraph 80 of the SAC.

27 81. To the extent the allegations in Paragraph 81 purport to describe or quote one or
28 more documents or webpages, Prudential avers that those documents or webpages are the best

1 evidence of their contents. Prudential denies the allegations to the extent they do not accurately
2 represent the documents' or webpages' full content and context. Except as specifically admitted
3 herein, Prudential denies the allegations of Paragraph 81 of the SAC.

4 82. Prudential is without knowledge or information as to the truth of the allegations of
5 the first sentence of Paragraph 82 of the SAC and on that basis denies the allegations. To the
6 extent the remaining allegations in Paragraph 82 of the SAC purport to describe or quote one or
7 more documents or webpages, Prudential avers that those documents or webpages are the best
8 evidence of their contents. Prudential denies the allegations to the extent they do not accurately
9 represent the documents' or webpages' full content and context. Except as specifically admitted
10 herein, Prudential denies the allegations of Paragraph 82.

11 83. The allegations of Paragraph 83 of the SAC are legal arguments or conclusions as
12 to which no responsive pleading is required. To the extent a response may be required, Prudential
13 denies the allegations of Paragraph 83 of the SAC.

14 84. Prudential admits that it completed the acquisition of Assurance IQ in October
15 2019. To the extent the allegations in Paragraph 84 purport to quote Prudential's public filings,
16 Prudential avers that its public filings are the best evidence of their contents. Except as
17 specifically admitted herein, Prudential denies the allegations of Paragraph 84 of the SAC.

18 85. To the extent the allegations in Paragraph 85 purport to quote Prudential's public
19 filings, Prudential avers that its public filings are the best evidence of their contents. Except as
20 specifically admitted herein, Prudential denies the allegations of Paragraph 85 of the SAC.

21 86. Prudential admits that during the class period certain individuals, including Doug
22 Morrin, held positions at both Prudential and Assurance IQ. Except as specifically admitted
23 herein, Assurance IQ denies the allegations of Paragraph 86 of the SAC.

24 87. Prudential admits that term.prudential.com used Assurance IQ technology during
25 the class period. Except as specifically admitted herein, Prudential denies the allegations of
26 Paragraph 87 of the SAC.

27 88. Prudential admits that Assurance is a wholly owned subsidiary of Prudential, that
28 Assurance had primary responsibility for the creation and maintenance of term.prudential.com,

1 that Prudential employees collaborated with Assurance in the creation and implementation of
2 term.prudential.com, and that Assurance IQ hosted the code for the website during the class period
3 Except as specifically admitted herein, Prudential denies the allegations of Paragraph 88 of the
4 SAC.

5 89. Prudential admits that it had ultimate authority over the webform and that
6 Assurance IQ was primarily responsible for the creation, implementation and maintenance of the
7 webform at term.prudential.com. Except as specifically admitted herein, Prudential denies the
8 allegations of Paragraph 89 of the SAC.

9 90. Prudential admits that before February 23, 2021, Assurance IQ utilized
10 ActiveProspect's TrustedForm technology on websites other than term.prudential.com. Except as
11 specifically admitted herein, Prudential denies the allegations of Paragraph 90 of the SAC.

12 91. Prudential admits that certain individuals at Prudential, including Doug Morrin, had
13 a general understanding of the services provided by TrustedForm during the class period. Except
14 as specifically admitted herein, Prudential denies the allegations of Paragraph 91 of the SAC.

15 92. The allegations of Paragraph 92 of the SAC are legal arguments or conclusions as
16 to which no responsive pleading is required. To the extent a response is required and to the extent
17 the allegations in Paragraph 92 purport to describe or quote one or more documents or webpages,
18 Prudential avers that those documents or webpages are the best evidence of their contents.
19 Prudential denies the allegations to the extent they do not accurately represent the documents' or
20 webpages' full content and context. Except as specifically admitted herein, Prudential denies the
21 allegations of Paragraph 92 of the SAC.

22 93. The allegations of Paragraph 93 of the SAC are legal arguments or conclusions as
23 to which no responsive pleading is required. To the extent a response is required and to the extent
24 the allegations in Paragraph 93 purport to describe or quote one or more documents or webpages,
25 Prudential avers that those documents or webpages are the best evidence of their contents.
26 Prudential denies the allegations to the extent they do not accurately represent the documents' or
27 webpages' full content and context. Except as specifically admitted herein, Prudential denies the
28 allegations of Paragraph 93 of the SAC.

1 94. Prudential admits that Assurance IQ maintains a database containing information
2 regarding website visitors who filled out the webform on term.prudential.com. To the extent the
3 allegations in Paragraph 94 purport to describe or quote one or more documents, Prudential avers
4 that those documents are the best evidence of their contents. Prudential denies the allegations to
5 the extent they do not accurately represent the documents' full content and context. Except as
6 specifically admitted herein, Prudential denies the allegations of Paragraph 94 of the SAC.

7 95. Prudential admits that both Prudential and Assurance IQ have access to certain
8 information about website visitors to term.prudential.com. Except as specifically admitted herein,
9 Prudential denies the allegations of Paragraph 95 of the SAC.

10 96. Prudential admits that both Prudential and Assurance IQ had the right to contact
11 leads generated through term.prudential.com, and that neither Prudential nor Assurance sold leads
12 generated through term.prudential.com. Except as specifically admitted herein, Prudential denies
13 the allegations of Paragraph 96 of the SAC.

14 97. The allegations of Paragraph 97 of the SAC are legal arguments or conclusions as
15 to which no responsive pleading is required. To the extent a response may be required, Prudential
16 denies the allegations of Paragraph 97 of the SAC.

17 98. The allegations of Paragraph 98 of the SAC are legal arguments or conclusions as
18 to which no responsive pleading is required. To the extent a response may be required, Prudential
19 denies the allegations of Paragraph 98 of the SAC.

20 99. The allegations of Paragraph 99 of the SAC are legal arguments or conclusions as
21 to which no responsive pleading is required. To the extent a response may be required, Prudential
22 denies the allegations of Paragraph 99 of the SAC.

23 100. The allegations of Paragraph 100 of the SAC are legal arguments or conclusions as
24 to which no responsive pleading is required. To the extent a response may be required, Prudential
25 denies the allegations of Paragraph 100 of the SAC.

26 101. The allegations of Paragraph 101 of the SAC are legal arguments or conclusions as
27 to which no responsive pleading is required. To the extent a response may be required, Prudential
28 denies the allegations of Paragraph 101 of the SAC.

1 102. The allegations of Paragraph 102 of the SAC are legal arguments or conclusions as
2 to which no responsive pleading is required. To the extent a response may be required, Prudential
3 denies the allegations of Paragraph 102 of the SAC.

4 103. The allegations of Paragraph 103 of the SAC are legal arguments or conclusions as
5 to which no responsive pleading is required. To the extent a response may be required, Prudential
6 denies the allegations of Paragraph 103 of the SAC.

7 104. The allegations of Paragraph 104 of the SAC are legal arguments or conclusions as
8 to which no responsive pleading is required. To the extent a response may be required, Prudential
9 denies the allegations of Paragraph 104 of the SAC.

10 105. The allegations of Paragraph 105 of the SAC are legal arguments or conclusions as
11 to which no responsive pleading is required. To the extent a response may be required, Prudential
12 denies the allegations of Paragraph 105 of the SAC.

13 106. The allegations of Paragraph 106 of the SAC are legal arguments or conclusions as
14 to which no responsive pleading is required. To the extent a response may be required, Prudential
15 denies the allegations of Paragraph 106 of the SAC.

16 107. Paragraph 107 is a mere reiteration of past allegations to which no response is
17 required. To the extent a response may be required, Prudential incorporates its earlier responses to
18 the foregoing paragraphs.

19 108. The allegations of Paragraph 108 of the SAC are legal arguments or conclusions as
20 to which no responsive pleading is required. To the extent a response may be required, Prudential
21 denies the allegations of Paragraph 108 of the SAC.

22 109. The allegations of Paragraph 109 of the SAC are legal arguments or conclusions as
23 to which no responsive pleading is required. To the extent a response may be required, Prudential
24 denies the allegations of Paragraph 109 of the SAC.

25 110. The allegations of Paragraph 110 of the SAC are legal arguments or conclusions as
26 to which no responsive pleading is required. To the extent a response may be required, Prudential
27 denies the allegations of Paragraph 110 of the SAC.

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1 111. The allegations of Paragraph 111 of the SAC are legal arguments or conclusions as
2 to which no responsive pleading is required. To the extent a response may be required, Prudential
3 denies the allegations of Paragraph 111 of the SAC.

4 112. The allegations of Paragraph 112 of the SAC are legal arguments or conclusions as
5 to which no responsive pleading is required. To the extent a response may be required, Prudential
6 denies the allegations of Paragraph 112 of the SAC.

7 113. The allegations of Paragraph 113 of the SAC are legal arguments or conclusions as
8 to which no responsive pleading is required. To the extent a response may be required, Prudential
9 denies the allegations of Paragraph 113 of the SAC.

10 114. The allegations of Paragraph 114 of the SAC are legal arguments or conclusions as
11 to which no responsive pleading is required. To the extent a response may be required, Prudential
12 denies the allegations of Paragraph 114 of the SAC.

13 115. The allegations of Paragraph 115 of the SAC are legal arguments or conclusions as
14 to which no responsive pleading is required. To the extent a response may be required, Prudential
15 denies the allegations of Paragraph 115 of the SAC.

16 116. The allegations of Paragraph 116 of the SAC are legal arguments or conclusions as
17 to which no responsive pleading is required. To the extent a response may be required, Prudential
18 denies the allegations of Paragraph 116 of the SAC.

19 117. The allegations of Paragraph 117 of the SAC are legal arguments or conclusions as
20 to which no responsive pleading is required. To the extent a response may be required, Prudential
21 denies the allegations of Paragraph 117 of the SAC.

22 118. Paragraph 118 is a mere reiteration of past allegations to which no response is
23 required. To the extent a response may be required, Prudential incorporates its earlier responses to
24 the foregoing paragraphs.

25 119. The allegations of Paragraph 119 of the SAC are legal arguments or conclusions as
26 to which no responsive pleading is required. To the extent a response may be required, Prudential
27 denies the allegations of Paragraph 119 of the SAC.

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1 120. The allegations of Paragraph 120 of the SAC are legal arguments or conclusions as
2 to which no responsive pleading is required. To the extent a response may be required, Prudential
3 denies the allegations of Paragraph 120 of the SAC.

4 121. The allegations of Paragraph 121 of the SAC are legal arguments or conclusions as
5 to which no responsive pleading is required. To the extent a response may be required, Prudential
6 denies the allegations of Paragraph 121 of the SAC.

7 122. The allegations of Paragraph 122 of the SAC are legal arguments or conclusions as
8 to which no responsive pleading is required. To the extent a response may be required, Prudential
9 denies the allegations of Paragraph 122 of the SAC.

10 123. The allegations of Paragraph 123 of the SAC are legal arguments or conclusions as
11 to which no responsive pleading is required. To the extent a response may be required, Prudential
12 denies the allegations of Paragraph 123 of the SAC.

13 124. The allegations of Paragraph 124 of the SAC are legal arguments or conclusions as
14 to which no responsive pleading is required. To the extent a response may be required, Prudential
15 denies the allegations of Paragraph 124 of the SAC.

16 125. The allegations of Paragraph 125 of the SAC are legal arguments or conclusions as
17 to which no responsive pleading is required. To the extent a response may be required, Prudential
18 denies the allegations of Paragraph 125 of the SAC.

19 126. The allegations of Paragraph 126 of the SAC are legal arguments or conclusions as
20 to which no responsive pleading is required. To the extent a response may be required, Prudential
21 denies the allegations of Paragraph 126 of the SAC.

22 127. The allegations of Paragraph 127 of the SAC are legal arguments or conclusions as
23 to which no responsive pleading is required. To the extent a response may be required, Prudential
24 denies the allegations of Paragraph 127 of the SAC.

25 128. The allegations of Paragraph 128 of the SAC are legal arguments or conclusions as
26 to which no responsive pleading is required. To the extent a response may be required, Prudential
27 denies the allegations of Paragraph 128 of the SAC.

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1 129. The allegations of Paragraph 129 of the SAC are legal arguments or conclusions as
2 to which no responsive pleading is required. To the extent a response may be required, Prudential
3 denies the allegations of Paragraph 129 of the SAC.
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AFFIRMATIVE DEFENSES

Prudential asserts the following affirmative defenses. By enumerating the subjects below as affirmative defenses, Prudential does not concede that any such matter is an affirmative defense, as opposed to an element of Plaintiffs' claim as to which it bears the burden of proof. Prudential does not assume the burden of proving any fact, issue, or element of a cause of action where such burden properly belongs to Plaintiffs. Moreover, nothing stated herein is intended to or shall be construed as an acknowledgement that any particular issue or subject matter necessarily is relevant to Plaintiffs' allegations.

**FIRST AFFIRMATIVE DEFENSE
(STANDING/LACK OF INJURY)**

Plaintiffs lack standing because they did not suffer any concrete injury and they did not suffer any of the injuries alleged in the Amended Complaint. Plaintiffs do not and cannot allege any invasion of privacy rights or any wrongful disclosure. Plaintiffs lack standing to bring claims pursuant to California Penal Code sections 631 because they consented to the alleged activities.

**SECOND AFFIRMATIVE DEFENSE
(CONSENT, RATIFICATION)**

Plaintiffs consented and/or ratified the alleged activities by assenting to Prudential's privacy notice.

**THIRD AFFIRMATIVE DEFENSE
(ACTS OF THIRD PARTIES)**

Damages or injuries suffered by Plaintiffs, if any, are attributable to the conduct, deeds, words, acts and/or omissions of third parties, and not Prudential.

**FOURTH AFFIRMATIVE DEFENSE
(FAILURE TO MITIGATE DAMAGES)**

Plaintiffs failed to mitigate their damages, if any damages exist, which results in a reduction of damages by the amounts by which Plaintiffs could have mitigated damages but did not do so.

**FIFTH AFFIRMATIVE DEFENSE
(LACHES)**

Plaintiffs' claims for relief are barred by the equitable doctrine of laches.

**SIXTH AFFIRMATIVE DEFENSE
(WAIVER)**

Plaintiffs' claims for relief are barred by the equitable doctrine of waiver.

**SEVENTH AFFIRMATIVE DEFENSE
(ESTOPPEL)**

Plaintiffs' claims for relief are barred by the equitable doctrine of estoppel.

**EIGHTH AFFIRMATIVE DEFENSE
(ACQUIESCENCE)**

Plaintiffs' claims for relief are barred by the equitable doctrine of acquiescence.

**NINTH AFFIRMATIVE DEFENSE
(PENALTIES UNJUST, ARBITRARY AND OPPRESSIVE, OR CONFISCATORY)**

Plaintiffs are not entitled to recover any civil penalties because, under the circumstances of this case, any such recovery would be unjust, arbitrary and oppressive, or confiscatory.

**TENTH AFFIRMATIVE DEFENSE
(DUE PROCESS)**

Plaintiffs are not entitled to recover any civil penalties because, under the circumstances of this case, any such recovery would violate the Due Process Clause of the Fourteenth Amendment to the United States Constitution.

**ELEVENTH AFFIRMATIVE DEFENSE
(PUBLIC POLICY)**

Plaintiffs' allegations and attempts to construe California Penal Code section 631 as prohibiting Prudential from performing the activities alleged in the Amended Complaint constitutes a strained reading of these sections of the California Penal Code against public policy.

**TWELFTH AFFIRMATIVE DEFENSE
(GOOD FAITH/LACK OF INTENT)**

At all relevant times, Prudential acted in good faith and had no intent to violate California Penal Code section 631.

1 **ADDITIONAL AFFIRMATIVE DEFENSES**

2 Prudential has alleged the affirmative defenses of which it is currently aware. Prudential
3 may become aware of additional affirmative defenses available to it after further discovery and/or
4 investigation. Accordingly, Prudential reserves the right to assert additional affirmative defenses
5 once such defenses have been fully ascertained. If so, Prudential will move to amend this Answer
6 and Affirmative Defenses.

7 **PRAYER FOR RELIEF**

8 WHEREFORE, Defendants pray as follows:

- 9 1. That Plaintiffs recover nothing by reason of its SAC, and that the SAC be
10 dismissed with prejudice;
- 11 2. That Defendants be awarded their costs and expenses of suit, including reasonable
12 attorneys' fees; and
- 13 3. For such other and further relief as the Court deems just and proper.

14
15 **DEMAND FOR JURY TRIAL**

16 Pursuant to Fed. R. Civ. P. 38(b), Prudential demands trial by jury of all issues so triable
17 under the law.

18 DATED: June 27, 2024

MUNGER, TOLLES & OLSON LLP

KELLY M. KLAUS
JONATHAN H. BLAVIN
GRACE DAVIS FISHER
LAURA D. SMOLOWE
SIDNEY EISNER

23
24 By: /s/ Kelly M. Klaus
KELLY M. KLAUS
25 Attorneys for Defendants PRUDENTIAL
26 FINANCIAL, INC, ACTIVEPROSPECT, INC.
and ASSURANCE IQ, LLC